

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM574317

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Marcus Corporation		04/29/2020	Corporation: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank N.A.		
<b>Street Address:</b>	10 S. Dearborn Street		
<b>Internal Address:</b>	Floor LS2		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603-2003		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 70</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5823134	SAINT KATE	
<b>Registration Number:</b>	5741747	[GRAYDIENT CREATIVE]	
<b>Registration Number:</b>	5612035	MASON STREET GRILL	
<b>Registration Number:</b>	5655066	MT MOVIE TAVERN EST. 2001	
<b>Registration Number:</b>	5590264	GENEVA CHOPHOUSE	
<b>Registration Number:</b>	5501452	BLOOMINGTON CHOPHOUSE	
<b>Registration Number:</b>	5336250	BISTROPLEX	
<b>Registration Number:</b>	5293258		
<b>Registration Number:</b>	5113880	MILWAUKEE CHOPHOUSE	
<b>Registration Number:</b>	4532369	MAGICAL MOVIE REWARDS	
<b>Registration Number:</b>	4501017	MOVIE TAVERN MT-X XTREME	
<b>Registration Number:</b>	4757558	SUITE SEATS	
<b>Registration Number:</b>	5085251	GRAYDIENT CREATIVE	
<b>Registration Number:</b>	4944755	SUPERSCREEN DLX	
<b>Registration Number:</b>	4779047	REEL SIZZLE	
<b>Registration Number:</b>	4730037	DREAM LOUNGER	
<b>Registration Number:</b>	4546576	WELLNESS RETREAT AT GRAND GENEVA	
<b>Registration Number:</b>	4675334	TAKE FIVE	

CH \$1765.00 5823134

Property Type	Number	Word Mark
Registration Number:	4587859	THEATRE ENTERTAINMENT NETWORK
Registration Number:	4567855	ULTRASCREEN DLX
Registration Number:	4364856	MDX MARCUS DIGITAL XPERIENCE
Registration Number:	4361197	MDX
Registration Number:	4361196	MARCUS DIGITAL XPERIENCE
Registration Number:	3244795	W EST. 1906
Registration Number:	3247241	W EST. 1906
Registration Number:	3247235	W EST. 1906
Registration Number:	3191314	GRAND GENEVA
Registration Number:	3074508	MVP MOVIE VIEWER PROGRAM
Registration Number:	2860230	W
Registration Number:	2829964	W
Registration Number:	3049509	SO COOL SO CLOSE SO SUITE
Registration Number:	3037848	YOUNG AT HEART
Registration Number:	3026673	M
Registration Number:	3020529	ULTRASCREEN
Registration Number:	2928353	THE WELL
Registration Number:	2796087	
Registration Number:	3586237	WELL SPA
Registration Number:	3580446	MARCUS
Registration Number:	3855793	WEHRENBURG THEATRES MOVIE POPCORN ST.LOU
Registration Number:	3718379	CINEDINE
Registration Number:	3494495	MOVIE TAVERN MOVIES NEVER TASTED SO GOOD
Registration Number:	3494494	MOVIE TAVERN
Registration Number:	3499010	KIL@WAT
Registration Number:	3461540	PLATINUM
Registration Number:	3498793	
Registration Number:	2898602	
Registration Number:	2888419	W
Registration Number:	3061487	RONNIE'S
Registration Number:	2766563	MARCUS CINEMAS
Registration Number:	2755732	MARCUS THEATRES
Registration Number:	2828412	CAPITOL CHOPHOUSE
Registration Number:	2554333	CAFE GELATO
Registration Number:	2421283	GRAND GENEVA RESORT & SPA
Registration Number:	2361918	MINUTES AWAY . . . WORLDS APART
Registration Number:	2364227	RISTORANTE BRISSAGO
Registration Number:	2462954	LUXURY

Property Type	Number	Word Mark
Registration Number:	2507563	ULTRAVIEW
Registration Number:	2249570	MARCUS
Registration Number:	2153016	FUNSET BOULEVARD
Registration Number:	2083764	FUNSET BOULEVARD
Registration Number:	2153015	FUNSET BOULEVARD
Registration Number:	2089117	FUNSET BOULEVARD
Registration Number:	2302329	CINE TIX
Registration Number:	1709998	
Registration Number:	1737188	
Registration Number:	1611444	W
Registration Number:	1618055	W
Registration Number:	1640675	PREMIERE
Registration Number:	1640673	PREMIERE POPCORN
Registration Number:	1948940	SUPER SAVER

**CORRESPONDENCE DATA**

**Fax Number:**

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Email:** khoover@dickinsonwright.com

**Correspondent Name:** Kimberly Hoover

**Address Line 1:** 1825 Eye Street NW

**Address Line 2:** Suite 900

**Address Line 4:** Washington, D.C. 20006

<b>NAME OF SUBMITTER:</b>	Kimberly Hoover, Legal Assistant
<b>SIGNATURE:</b>	/Kimberly Hoover/
<b>DATE SIGNED:</b>	04/30/2020

**Total Attachments: 7**

source=Marcus 2020 Trademark Security Agreement 4825-0387-0138 v.2#page1.tif

source=Marcus 2020 Trademark Security Agreement 4825-0387-0138 v.2#page2.tif

source=Marcus 2020 Trademark Security Agreement 4825-0387-0138 v.2#page3.tif

source=Marcus 2020 Trademark Security Agreement 4825-0387-0138 v.2#page4.tif

source=Marcus 2020 Trademark Security Agreement 4825-0387-0138 v.2#page5.tif

source=Marcus 2020 Trademark Security Agreement 4825-0387-0138 v.2#page6.tif

source=Marcus 2020 Trademark Security Agreement 4825-0387-0138 v.2#page7.tif

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”) is entered into as of April 29, 2020 by THE MARCUS CORPORATION, a Wisconsin corporation (“Borrower”) in favor of JPMORGAN CHASE BANK, N.A., in its capacity as collateral agent (the “Collateral Agent”) under the Intercreditor Agreement referred to below.

### Recitals

A. Reference is made to the Pledge and Security Agreement dated as of the date hereof (as amended, restated, supplemented, or modified from time to time, the “Security Agreement”) by and among the Borrower, the Subsidiaries set forth on Schedule 1 to the Security Agreement (collectively, the “Specified Subsidiaries”), any additional entities which become parties to the Security Agreement by executing a Security Agreement Supplement thereto in substantially the form of Annex I thereto (such additional entities, together with the Borrower and Specified Subsidiaries, each a “Grantor”, and collectively, the “Grantors”), and Collateral Agent. All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Security Agreement.

B. Reference is also made to the Intercreditor and Collateral Agency Agreement dated as of the date hereof (as amended, restated, supplemented, or modified from time to time, the “Intercreditor Agreement”) by and among the Borrower, the Administrative Agent (as defined therein), the Senior Note Creditors (as defined therein), and Collateral Agent.

C. Pursuant to the terms of the Security Agreement, Grantors pledged, assigned, and granted to the Collateral Agent, on behalf of and for the ratable benefit of the Secured Creditors, a first-priority security interest in substantially all of the assets of Grantors, including all right, title, and interest of Grantors in, to, and under all now owned and hereafter acquired Trademarks, trademark applications, and trademark licenses, and all products and proceeds thereof, to secure the prompt and complete payment and performance of the Obligations.

D. Pursuant to the terms of the Security Agreement, Borrower is required to execute and deliver to the Collateral Agent, for the ratable benefit of the Secured Creditors, this Agreement.

### Agreement

In consideration of the recitals set forth above and the mutual agreements contained herein and in the Credit Agreement, the Note Agreements, and other Financing Documents, Borrower hereby grants to the Collateral Agent, for the benefit of the Secured Creditors, to secure the Obligations, a continuing security interest in all of Borrower’s right, title, and interest in, to, and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of Borrower (including any trade name or derivations thereof):

- (1) each trademark and trademark application, including without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including without limitation, each trademark license listed on Schedule 1 attached hereto, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including without limitation, any claim by Borrower against third parties for past, present, or future infringement of any trademark,

including without limitation, any trademark referred to in Schedule 1 attached hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1, and any trademark licensed under any trademark license listed on Schedule 1 attached hereto (items 1 through 3 being herein collectively referred to as the “Trademark Collateral”).

The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement; provided, however, that nothing in this Agreement shall expand, limit, or otherwise modify the security interests granted in the Security Agreement. This Agreement is a Confirmatory Grant as referenced in and contemplated by the Security Agreement. Borrower acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement and the other Financing Documents, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

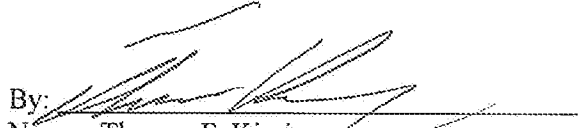
This Agreement shall be governed by, and construed in accordance with, the internal laws (and not the law of conflicts) of the State of Wisconsin, but giving effect to federal laws applicable to national banks. The parties to this Agreement, after consulting or having had the opportunity to consult with counsel, knowingly, voluntarily and intentionally waive any right any of them may have to a trial by jury in any litigation based upon or arising out of this Agreement or any related instrument or agreement or any of the transactions contemplated by this Agreement or any course of conduct, dealing, statements (whether oral or written) or actions of any of them. No party hereto shall seek to consolidate, by counterclaim or otherwise, any such action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived. These provisions shall not be deemed to have been modified in any respect or relinquished by any party hereto except by a written instrument executed by such party.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Borrower has executed this Agreement as of the date first set forth above.

**BORROWER:**

THE MARCUS CORPORATION

By:   
Name: Thomas F. Kissinger  
Title: Senior Executive Vice President, General Counsel  
and Secretary

JPMORGAN CHASE BANK, N.A.,  
as Collateral Agent

By: Sally Weiland  
Name: Sally Weiland  
Title: Authorized Officer

**SCHEDULE 1**

**Trademark Applications, Trademarks, and Trademark Licenses**

**TRADEMARKS APPLICATIONS**

None.

**TRADEMARKS**

<b>No.</b>	<b>Owner</b>	<b>Serial Number</b>	<b>Reg. Number</b>	<b>Word Mark</b>
1	The Marcus Corporation	<u>88026885</u>	<u>5823134</u>	<u>SAINT KATE</u>
2	The Marcus Corporation	<u>88044197</u>	<u>5741747</u>	<u>IGRAYDIENT CREATIVE</u>
3	The Marcus Corporation	<u>88001970</u>	<u>5612035</u>	<u>MASON STREET GRILL</u>
4	The Marcus Corporation	<u>87945036</u>	<u>5655066</u>	<u>MT MOVIE TAVERN EST. 2001</u>
5	The Marcus Corporation	<u>87843863</u>	<u>5590264</u>	<u>GENEVA CHOPHOUSE</u>
6	The Marcus Corporation	<u>87655831</u>	<u>5501452</u>	<u>BLOOMINGTON CHOPHOUSE</u>
7	The Marcus Corporation	<u>87037884</u>	<u>5336250</u>	<u>BISTROPLEX</u>
8	The Marcus Corporation	<u>87419901</u>	<u>5293258</u>	
9	The Marcus Corporation	<u>87027285</u>	<u>5113880</u>	<u>MILWAUKEE CHOPHOUSE</u>
10	The Marcus Corporation	<u>86001831</u>	<u>4532369</u>	<u>MAGICAL MOVIE REWARDS</u>
11	The Marcus Corporation	<u>86013075</u>	<u>4501017</u>	<u>MOVIE TAVERN MT-X XTREME</u>
12	The Marcus Corporation	<u>86345748</u>	<u>4757558</u>	<u>SUITE SEATS</u>
13	The Marcus Corporation	<u>86848518</u>	<u>5085251</u>	<u>GRAYDIENT CREATIVE</u>
14	The Marcus Corporation	<u>86693330</u>	<u>4944755</u>	<u>SUPERSCREEN DLX</u>
15	The Marcus Corporation	<u>86437901</u>	<u>4779047</u>	<u>REEL SIZZLE</u>
16	The Marcus Corporation	<u>86139516</u>	<u>4730037</u>	<u>DREAM LOUNGER</u>
17	The Marcus Corporation	<u>86007477</u>	<u>4546576</u>	<u>WELLNESS RETREAT AT GRAND GENEVA</u>
18	The Marcus Corporation	<u>86314410</u>	<u>4675334</u>	<u>TAKE FIVE</u>
19	The Marcus Corporation	<u>86138236</u>	<u>4587859</u>	<u>THEATRE ENTERTAINMENT NETWORK</u>
20	The Marcus Corporation	<u>86136735</u>	<u>4567855</u>	<u>ULTRASCREEN DLX</u>
21	The Marcus Corporation	<u>85790692</u>	<u>4364856</u>	<u>MDX MARCUS DIGITAL XPERIENCE</u>
22	The Marcus Corporation	<u>85774658</u>	<u>4361197</u>	<u>MDX</u>
23	The Marcus Corporation	<u>85774653</u>	<u>4361196</u>	<u>MARCUS DIGITAL XPERIENCE</u>
24	The Marcus Corporation	<u>78932666</u>	<u>3244795</u>	<u>W EST. 1906</u>
25	The Marcus Corporation	<u>78933130</u>	<u>3247241</u>	<u>W EST. 1906</u>
26	The Marcus Corporation	<u>78932978</u>	<u>3247235</u>	<u>W EST. 1906</u>



27	The Marcus Corporation	<u>78612506</u>	<u>3191314</u>	<u>GRAND GENEVA</u>
28	The Marcus Corporation	<u>78402182</u>	<u>3074508</u>	<u>MVP MOVIE VIEWER PROGRAM</u>
29	The Marcus Corporation	<u>78258288</u>	<u>2860230</u>	<u>W</u>
30	The Marcus Corporation	<u>78191423</u>	<u>2829964</u>	<u>W</u>
31	The Marcus Corporation	<u>78472000</u>	<u>3049509</u>	<u>SO COOL SO CLOSE SO SUITE</u>
32	The Marcus Corporation	<u>78491980</u>	<u>3037848</u>	<u>YOUNG AT HEART</u>
33	The Marcus Corporation	<u>78357569</u>	<u>3026673</u>	<u>M</u>
34	The Marcus Corporation	<u>78491976</u>	<u>3020529</u>	<u>ULTRASCREEN</u>
35	The Marcus Corporation	<u>78317641</u>	<u>2928353</u>	<u>THE WELL</u>
36	The Marcus Corporation	<u>78112086</u>	<u>2796087</u>	
37	The Marcus Corporation	<u>77522680</u>	<u>3586237</u>	<u>WELL SPA</u>
38	The Marcus Corporation	<u>77554566</u>	<u>3580446</u>	<u>MARCUS</u>
39	The Marcus Corporation	<u>77837489</u>	<u>3855793</u>	<u>WEHRENBURG THEATRES MOVIE POPCORN ST. LOUIS FAMILY OWNED SINCE 1906</u>
40	The Marcus Corporation	<u>77729642</u>	<u>3718379</u>	<u>CINEDINE</u>
41	The Marcus Corporation	<u>77009612</u>	<u>3494495</u>	<u>MOVIE TAVERN MOVIES NEVER TASTED SO GOOD!</u>
42	The Marcus Corporation	<u>77009607</u>	<u>3494494</u>	<u>MOVIE TAVERN</u>
43	The Marcus Corporation	<u>77424759</u>	<u>3499010</u>	<u>KIL@WAT</u>
44	The Marcus Corporation	<u>77324487</u>	<u>3461540</u>	<u>PLATINUM</u>
45	The Marcus Corporation	<u>77391346</u>	<u>3498793</u>	
46	The Marcus Corporation	<u>76418129</u>	<u>2898602</u>	
47	The Marcus Corporation	<u>76502883</u>	<u>2888419</u>	<u>W</u>
48	The Marcus Corporation	<u>76474584</u>	<u>3061487</u>	<u>RONNIE'S</u>
49	The Marcus Corporation	<u>76453598</u>	<u>2766563</u>	<u>MARCUS CINEMAS</u>
50	The Marcus Corporation	<u>76452051</u>	<u>2755732</u>	<u>MARCUS THEATRES</u>
51	The Marcus Corporation	<u>76443367</u>	<u>2828412</u>	<u>CAPITOL CHOPHOUSE</u>
56	The Marcus Corporation	<u>76155784</u>	<u>2554333</u>	<u>CAFE GELATO</u>
60	The Marcus Corporation	<u>75901219</u>	<u>2421283</u>	<u>GRAND GENEVA RESORT &amp; SPA</u>
62	The Marcus Corporation	<u>75691340</u>	<u>2361918</u>	<u>MINUTES AWAY... WORLDS APART</u>
63	The Marcus Corporation	<u>75671551</u>	<u>2364227</u>	<u>RISTORANTE BRISSAGO</u>
64	The Marcus Corporation	<u>75664085</u>	<u>2462954</u>	<u>LUXURY</u>
65	The Marcus Corporation	<u>75643499</u>	<u>2507563</u>	<u>ULTRAVIEW</u>
69	The Marcus Corporation	<u>75468463</u>	<u>2249570</u>	<u>MARCUS</u>
70	The Marcus Corporation	<u>75133927</u>	<u>2153016</u>	<u>FUNSET BOULEVARD</u>
71	The Marcus Corporation	<u>75133926</u>	<u>2083764</u>	<u>FUNSET BOULEVARD</u>

72	The Marcus Corporation	<u>75133925</u>	<u>2153015</u>	<u>FUNSET BOULEVARD</u>
73	The Marcus Corporation	<u>75133928</u>	<u>2089117</u>	<u>FUNSET BOULEVARD</u>
74	The Marcus Corporation	<u>74648207</u>	<u>2302329</u>	<u>CINE TIX</u>
75	The Marcus Corporation	<u>74192842</u>	<u>1709998</u>	
76	The Marcus Corporation	<u>74192841</u>	<u>1737188</u>	
77	The Marcus Corporation	<u>74005098</u>	<u>1611444</u>	<u>W</u>
78	The Marcus Corporation	<u>74004395</u>	<u>1618055</u>	<u>W</u>
79	The Marcus Corporation	<u>74004042</u>	<u>1640675</u>	<u>PREMIERE</u>
80	The Marcus Corporation	<u>74003527</u>	<u>1640673</u>	<u>PREMIERE POPCORN</u>
81	The Marcus Corporation	<u>74635004</u>	<u>1948940</u>	<u>SUPER SAVER</u>

TRADEMARK LICENSES

None.

4825-0387-0138 v2 [7-4532]